

EXHIBIT A

EXHIBIT A:

**STIPULATION FOR SETTLEMENT AND ENTRY OF JUDGMENTS
UNDER MILLER V. SHUGART**

This Stipulation for Settlement and Entry of Judgments Under Miller-Shugart ("Agreement") is entered into on February 16, 2011, between and among the following parties:

- (1) R.J. Zayed ("Receiver"), Receiver for the Estates of Trevor Cook *et al.* in the matters of *CFTC v. Cook et al.*, 09-cv-3332 (D. Minn.) and *SEC v. Cook et al.*, 09-cv-3333 (D. Minn.);
- (2) Lynn Edward Baker ("Baker");
- (3) Mesa Holdings, Inc. ("Mesa"); and
- (4) John R. Stoebner ("Trustee"), Chapter 7 Trustee for the bankruptcy estate of Lynn E. Baker, *In re Baker*, 10-44428 (Bankr. D. Minn.).

RECITALS

A. On August 19, 2009, Trevor Cook filed suit against Baker, Mesa, and several other entities controlled by or connected to Baker, including Baker Capital LLC; G5 Currency Fund – Institutional Series, LP; G5 Currency Fund – Affiliate Series, LP; Baker 500 Corporation; Mesa Holdings, LLC; Mesa Financial Advisors, Inc.; and Mesa Financial Advisors, LLC (collectively, "the Baker Entities"), in Hennepin County District Court (Case No. 27-CV-09-21495, "the Hennepin County Action"). The amended complaint, filed on October 5, 2009, asserted numerous claims stemming from Cook's investment of Receivership funds of approximately \$3,550,000 in Mesa, and an additional \$200,000 in certain other Baker Entities. Cook's investment into Mesa and the Baker Entities came from his personal account and the account of Oxford Global FX. The claims alleged in the Hennepin County Action include breach of contract, conversion, breach of fiduciary duty, and violation of Minnesota Statutes §§ 80A.40 and 302A.751.

B. Pursuant to Orders dated November 23, 2009, and November 24, 2009, Chief Judge Michael J. Davis of the United States District Court for the District of Minnesota appointed R.J. Zayed as Receiver for the Estates of Trevor Cook *et al.* in the matters of *CFTC v. Cook et al.*, 09-cv-3332 (D. Minn.) and *SEC v. Cook et al.*, 09-cv-3333 (D. Minn.). (CFTC Docket No. 21; SEC Docket No. 18 ("Receivership Orders").)

C. The Receiver has the power, to, among other things, "pursue, resist and defend all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receiver Estates." (Second Amended Order Appointing Receiver, SEC Docket No. 68.) Accordingly, the Receiver has assumed Cook's position in the Hennepin County Action.

D. Cook has alleged, and the Receiver is prepared to present evidence that, Cook was damaged in the amount of \$200,000 as a result of the breach of contract by G5 Currency Fund – Institutional Series, LP, and G5 Currency Fund – Affiliate Series, LP (collectively the "G5 Funds"), and in the amount of \$1,050,000 as a result of the breach of contract by Mesa for certain loans. Cook has alleged, and the Receiver is prepared to present evidence, that Cook's remaining damages of in excess of \$2,500,000 are the result of conversion, breach of fiduciary duty, and violation of Minnesota Statutes §§ 80A.40 and 302A.751, relating to Cook's investment in Mesa.

E. Mesa, the successor of and assignee of all assets of Mesa Holdings, LLC, is insured by Arch Insurance Company ("Arch") under Policy No. PCD0028465-01 ("the Policy").

F. Baker, as Chairman of Mesa, tendered the Hennepin County Action to Arch for coverage. By letter dated November 6, 2009, Arch acknowledged receipt of the claim.

G. In a letter dated February 10, 2010, Arch reserved its rights to deny coverage with respect to the Hennepin County Action and, by letter dated June 10, 2010, Arch denied coverage for the Hennepin County Action.

H. Despite requests, Arch has refused to afford Baker and Mesa coverage under the Policy, including a defense in the Hennepin County Action, and failed and refused to participate in any reasonable manner to resolve, settle, or pay for the Receiver's claims for loss to the Receivership arising out of Baker's and Mesa's actions.

I. Baker and Mesa have not received any indemnification payments from Arch for any Claim or Loss, as defined in the Policy, that have depleted the Limits of Liability under the Policy being sought by the Receiver for coverage of the judgments in the Hennepin County Action, and such Limits of Liability remain available to satisfy the judgments in the Hennepin County Action, in the full amounts provided for in the Policy.

J. On June 11, 2010, Baker filed for personal bankruptcy in the United States Bankruptcy Court for the District of Minnesota (Case No. 10-44428, "the Bankruptcy").

K. Baker's Bankruptcy petition listed the Receiver as a creditor with a claim in the amount of \$3,757,728.75, which is the amount at issue in the Hennepin County Action. The Receiver has the right to file a claim against the Baker bankruptcy estate and to pursue Baker for denial of discharge (11 U.S.C. § 727) or exception to discharge (11 U.S.C. § 523).

L. On July 7, 2010, the Receiver filed a Motion for Relief from Automatic Stay in the Bankruptcy. On July 22, 2010, the Bankruptcy Court granted the Receiver's request to seek contempt claims against Baker in the District Court and denied the Receiver's request for relief from the stay to liquidate the Receiver's claims against Baker.

M. On July 30, 2010, the Receiver filed a Notice of Appeal of the Bankruptcy Court's denial of the Receiver's request for relief from the automatic stay, which is currently pending before Chief Judge Davis in the District Court.

N. On August 11, 2010, the Receiver filed a Motion for an Order for a Rule to Show Cause against Baker in the matters of *CFTC v. Cook et al.*, 09-cv-3332 (D. Minn.) and *SEC v. Cook et al.*, 09-cv-3333 (D. Minn.). (SEC Docket No. 403; CFTC Docket No. 368.) The motion is currently pending before Chief Judge Davis in those cases.

O. The Parties agree that the dollar amount of the Receiver's claims asserted in the Hennepin County Action is equal to or greater than \$3,757,728.75.

P. Baker and Mesa and the Baker Entities have denied liability in the Hennepin County Action. Baker and Mesa acknowledge, however, that there is a substantial risk that a jury would conclude that they are legally liable to the Receiver as a result of the Receiver's claims against them.

Q. The Receiver, Baker, and Mesa mutually desire to settle the Hennepin County Action, the Receiver's claim in the Bankruptcy, and the Receiver's Motion to for Rule to Show Cause in the matters of *CFTC v. Cook et al.*, 09-cv-3332 (D. Minn.) and *SEC v. Cook et al.*, 09-cv-3333 (D. Minn.), subject to the terms and conditions set forth below.

R. The Trustee agrees that this settlement is appropriate, does not involve an asset of Baker's bankruptcy estate, will directly benefit Baker's bankruptcy estate by reducing claims against the estate by at least \$3,757,728.75,

and will not adversely affect Baker's bankruptcy estate. Nothing in this Agreement shall prejudice the Trustee's rights to administer the Baker bankruptcy estate, including but not limited to the Trustee's ability to assert a denial of discharge claim against Baker pursuant to 11 U.S.C. § 727.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and agreements set forth below, the parties agree to fully and finally settle all claims between them relating to the investment of Receivership funds in Mesa and/or any of the Baker Entities, subject to the approval of the Courts, as follows:

1. Court Approval: This Agreement is contingent upon approval of the United States District Court for the District of Minnesota, Chief Judge Michael J. Davis, presiding over the Receivership, and the United States Bankruptcy Court for the District of Minnesota, Judge Robert J. Kressel, presiding over the Bankruptcy. In the event that either court does not approve this Agreement, the Agreement shall be null and void.

2. Automatic Stay: Subject to the approval of the United States District Court and the United States Bankruptcy Court of the settlement reflected in this Agreement, the Trustee agrees that the claims against Arch are not the property of the Baker bankruptcy estate and hereby waives any and all rights to the Policy. Baker and the Receiver agree that the automatic stay afforded by 11 U.S.C. § 362 should be lifted to allow the Receiver's claim to be liquidated with judgment to be obtained solely from Arch as outlined below. The Trustee does not oppose lifting of the automatic stay to allow the Receiver's claim to be liquidated with judgment to be obtained solely from Arch as outlined below.

3. Miller-Shugart Agreement: The parties have kept in mind and have been guided by the decision of the Minnesota Supreme Court in Miller v. Shugart, 316 N.W.2d 729 (Minn. 1982). The Receiver, Baker, and Mesa hereby agree to enter a Stipulation for Entry of Judgments in the Hennepin County Action under Miller v. Shugart in the amount of \$1,500,000, plus costs, fees, and interest. Specifically, the Receiver and Mesa stipulate to an entry of judgment against Mesa in the amount of \$1,000,000, plus costs, fees and interest, and an entry of judgment against Baker in the amount of \$500,000 in the Hennepin County Action, plus costs, fees and interest. The amount of said judgments is agreed to be reasonable in light of the extent of the losses incurred by the Receiver Estate. Mesa and Baker agree to assign to the Receiver any and all claims or causes of action that Mesa and/or Baker have against Arch relating in any way to the Hennepin County Action, including but not limited to claims that Arch breached its duty to defend and indemnify Mesa and/or Baker, and including any claims for recovery of attorneys' fees and costs. Mesa and Baker specifically reserve all

other known or unknown claims or causes of action against Arch, including but not limited to claims relating to Arch's denial of coverage for attorneys' fees and costs incurred by Baker and Mesa in the defense of the investigation by the United States Securities and Exchange Commission regarding Baker and Mesa, *In the Matter of Mesa Holdings, Inc. (C-7700)*. The Receiver will only seek to satisfy the judgments from Arch, and may take any legal action that may be necessary. The Receiver will in no way seek to collect the judgments from any of the defendants in the Hennepin County Action.

4. Further Documentation: The Receiver, Baker, and Mesa agree to execute and/or file any necessary and appropriate documents pursuant to Miller v. Shugart, 316 N.W.2d 729 (Minn. 1982), within seven (7) days of the later of the United States District Court's approval of this Agreement and the United States Bankruptcy Court's approval of this Agreement. Such documents include but are not limited to the Proposed Order for Entry of Judgments under Miller v. Shugart attached hereto as Exhibit 1 and an assignment of Baker's and Mesa's claims or causes of action against Arch attached hereto as Exhibit 2.

5. Allocation of Damages: The Receiver is prepared to introduce evidence at trial from which a reasonable jury could conclude that he is entitled to a damage award in the amount of \$3,550,000 against Baker and Mesa for the alleged breach of contract, conversion, breach of fiduciary duty, and violation of Minnesota Statutes §§ 80A.40 and 302A.751 claims. Baker and Mesa agree that there is substantial risk that a reasonable jury could find them liable in the amount of at least \$2,500,000 for the Receiver's tort claims arising from Cook's investment in Mesa. In light of this potential exposure, which exceeds the amount of available insurance coverage, and the risk and expense of continuing to litigate this matter, the parties agree that a judgment of \$1 million against Mesa and \$500,000 against Baker for the Receiver's tort claims is a reasonable settlement and compromise. The parties agree that it is appropriate to allocate the settlement to Mesa and Baker as set forth above, and not to the remaining Baker Entities, because all of Cook's \$3,550,000 investment was made in Mesa.

6. Recovery of Defense Costs Incurred in Hennepin County Action: Baker and Mesa state that they have incurred attorneys' fees and costs in excess of \$110,000 to defend Baker and Mesa in the Hennepin County Action. These attorneys' fees and costs are currently owed to the law firm retained by Baker and Mesa for this purpose, Maslon Edelman Borman & Brand, LLP.

In the event that the litigation by the Receiver against Arch regarding coverage under the Policy for the Hennepin County Action is resolved by judgment, the Receiver agrees that (1) if he is successful in recovering the full amount of the judgments set forth in paragraph 3 above, excluding any amounts

that may be deducted to satisfy Mesa's or Baker's insurance deductible under the Policy, (2) if the Court awards to the Receiver the reasonable attorneys' fees and costs incurred by Baker and/or Mesa in defending against the Hennepin County Action, and (3) if Arch actually pays the awarded fees and costs, then the Receiver will pay directly to the law firm of Maslon Edelman Borman & Brand, LLP, the amount of the judgment awarded to the Receiver for the reasonable attorneys' fees and costs incurred by Baker and Mesa in defending the Hennepin County Action.

In the event that the litigation by the Receiver against Arch regarding coverage under the Policy for the Hennepin County Action is resolved by settlement rather than judgment, the Receiver agrees that it will allocate 4.6 percent of the settlement as that portion of the settlement proceeds attributed to the fees and costs incurred by Baker and Mesa and owing to Maslon Edelman Borman & Brand, LLP, for the defense of the Hennepin County Action, and will forward directly to Maslon Edelman Borman & Brand, LLP that amount.

This paragraph 6 does not pertain to or address any attorneys' fees or costs awarded to Receiver in connection with litigating the issue of coverage under the Policy, to the extent the Court awards such fees or costs. Neither Baker, Mesa, nor their attorneys have any right to such amounts.

7. Satisfaction of Judgment: The Receiver will file with the Hennepin County District Court a full and complete satisfaction of judgments in favor of Baker and Mesa after resolution by judgment, settlement, or otherwise of the claim or action against Arch, in the form attached hereto as Exhibit 3. The satisfaction of judgments so filed will be a full and complete satisfaction of judgments regardless of whether any recovery is made in the claim or action against Arch.

8. Withdrawal of Receiver's Motion/Request: Upon final approval of this Agreement by the Courts, the Receiver agrees to withdraw his Motion for Rule to Show Cause against Baker and Appeal from Denial of the Receiver's Request for Relief from the Automatic Stay in the District Court.

9. Other Claims: Baker and Mesa agree that they will not seek defense or indemnification from Arch for any Claim or Loss, as defined by the Policy, that will deplete or diminish the Limits of Liability under the Policy being sought by the Receiver for coverage of the judgments in the Hennepin County Action. In the event that it is finally determined that no coverage is available under the Policy for the judgments against Baker and/or Mesa in the Hennepin County Action, Baker and Mesa reserve their rights to seek coverage under the Policy for any other Claim or Loss, other than a Claim or Loss arising from the facts at issue in the Hennepin County Action. Baker and Mesa also reserve their rights to proceed at any time with a coverage action to recover from Arch under the

Additional Defense Cost Limit of Liability Endorsement attorneys' fees and costs incurred by Baker and Mesa in the defense of the investigation by the United States Securities and Exchange Commission, *In the Matter of Mesa Holdings, Inc. (C-7700)*.

10. Non-Severability: If any part of this Agreement shall be determined to be void and unenforceable, the remainder of this Agreement shall be null and void.

11. Waiver, No Third Party Rights: The provisions of this Agreement may not be waived, modified or amended except by the written agreement of all the parties hereto.

12. Enforcement: Failure by any party to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or his or its rights thereafter to enforce such provision or any other provision.

13. Entire Agreement: This Agreement and the stipulation relating to the Miller-Shugart agreement referenced in paragraph 3 herein constitute the entire agreement between the parties with respect to the subject matter hereof as of the date hereof. The parties have no written or oral agreements extending beyond the terms contained herein.

14. Cooperation: Each party to this Agreement agrees to cooperate fully and to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. As part of this Agreement, Baker, Mesa, and their attorneys in the Hennepin County Action agree to cooperate with the Receiver and his attorneys in connection with any litigation or proceeding brought by the Receiver in pursuit or processing of any claim set forth in paragraph 3 above by: (a) meeting with the Receiver and/or his attorneys to discuss the facts relevant to the Hennepin County Action and their attempts to secure insurance coverage from Arch, although Baker and/or Mesa reserve the right to assert the attorney/client privilege or work product doctrine, if applicable; (b) providing to the Receiver and/or his attorneys, if requested, non-privileged documentation relevant to the Hennepin County Action; and (c) if asked by the Receiver or his attorneys, providing accurate testimony as may be required in any deposition or proceeding. Mesa, Baker and their attorneys' cooperation under this paragraph 14 will be without charge to the Receiver.

15. No Duress or Coercion: The parties hereto acknowledge and agree that they have entered into this Agreement of their own free will and volition and were not coerced to do so nor under duress at the time of executing this

Agreement, and that the parties hereto have other options available to them other than the execution and delivery of this Agreement, but have chosen to enter into this Agreement voluntarily and knowingly.

16. Legal Counsel: The parties hereto warrant and represent that they have consulted with and received advice from legal counsel of their choice with respect to this Agreement.

17. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

18. Forum Choice: The parties agree that any dispute relating to this Agreement shall be resolved in the United States District Court for the District of Minnesota in a summary proceeding in the matters of *CFTC v. Cook et al.*, 09-cv-3332 (D. Minn.) and *SEC v. Cook et al.*, 09-cv-3333 (D. Minn.).

19. Claims Not Assigned: The parties warrant and represent that no right, claim or cause of action has been assigned or given to any individual and/or entity except as described herein.

20. Nonadmission: This Agreement is a result of a compromise of disputed claims and/or suit wherein the parties desire to avoid the costs, expenses and hazards of litigation and to buy their peace and shall never at any time or for any purpose be deemed an admission of any liability, fault, or responsibility by the parties.

21. Authority: The persons signing this Agreement in their representative capacity represent and warrant by signing this Agreement that it is their intent to bind their respective principals to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principals to such terms, and that it is the respective principals' intent to be so bound.

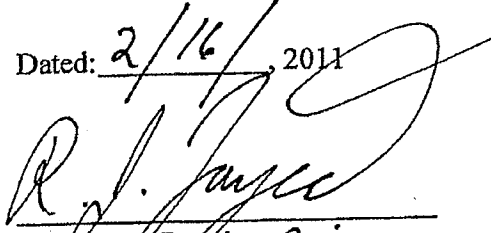
22. Counterpart Signature Provision: This Agreement may be executed in counterparts with each set of counterpart originals constituting a final Agreement. Such executed signatures may be exchanged by facsimile with originals to follow.

23. Benefit and Burden: This Agreement shall be binding on and inure to the benefit of the parties and their legal representatives, agents, executors, administrators, successors, assigns, acquirers, related entities, affiliates, and heirs.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Settlement Agreement to be executed on their behalf.

*****Signatures to follow on next page*****

Dated: 2/16/, 2011



R.J. Zayed, Receiver

Dated: _____, 2011

Lynn Edward Baker

Dated: _____, 2011

John R. Stuebner, Trustee

Dated: _____, 2011

Mesa Holdings, Inc.

Dated: _____, 2011

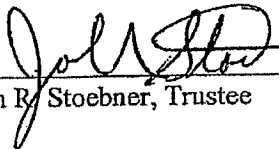
Dated: _____, 2011

R.J. Zayed, Receiver

Lynn Edward Baker

Dated: 2/16, 2011

Dated: _____, 2011



John R. Stoebner, Trustee

Mesa Holdings, Inc.

Dated: _____, 2011

R.J. Zayed, Receiver

Dated: 2-16, 2011

Lynn Edward Baker
Lynn Edward Baker

Dated: _____, 2011

John R. Stuebner, Trustee

Dated: Feb. 16, 2011

J. Earl Baker, Director
Mesa Holdings, Inc.

EXHIBIT 1

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT
CASE TYPE: CONTRACT/TORT

Trevor Cook,

Court File No.: 27-CV-09-21495
(Hon. George F. McGunnigle)

Plaintiff,

[PROPOSED] ORDER

v.

L. Edward Baker; Baker Capital LLC;
G5 Currency Fund – Institutional
Series, LP; G5 Currency Fund –
Affiliate Series, LP; Baker 500
Corporation; Mesa Holdings, LLC;
Mesa Holdings, Inc.; and Mesa
Financial
Advisors, LLC,

Defendants.

Based upon the Stipulation for Settlement and Entry of Judgments Under
Miller v. Shugart (the “Agreement”) entered into by and between the parties,

IT IS HEREBY ORDERED:

1. Judgment shall enter in favor of R.J. Zayed, Receiver for the estate of Trevor Cook (“Receiver”) and against L. Edward Baker (“Baker”) in the amount of five hundred thousand dollars (\$500,000.00), together with costs, fees and interest, for the claims of conversion, breach of fiduciary duty, and violation of Minnesota Statutes §§ 80A.40 and 302A.751;
2. Judgment shall enter in favor of R.J. Zayed, Receiver for the estate of Trevor Cook (“Receiver”) and against Mesa Holdings, Inc. (“Mesa”) in the amount of one million dollars (\$1,000,000.00), together with costs, fees and interest for the claims of conversion, breach of fiduciary duty, and violation of Minnesota Statutes §§ 80A.40 and 302A.751.

Except to the extent of the judgments against Baker and Mesa set forth above, all other claims and counterclaims in the above matter shall be dismissed with prejudice and without an award of costs, disbursements, or attorneys' fees to any party pursuant to the Agreement filed by the parties.

LET JUDGMENTS BE ENTERED ACCORDINGLY.

Dated at Minneapolis, Minnesota, this __ day of _____, 2011.

BY THE COURT:

Hon. George F. McGunnigle
Hennepin County District Court

EXHIBIT 2

MILLER-SHUGART ASSIGNMENT

1. L. Edward Baker ("Baker") and Mesa Holdings, Inc., f/k/a Mesa Holdings, LLC ("Mesa"), individually and collectively, and for valuable consideration, hereby assign to R.J. Zayed ("Receiver"), Receiver for the Estates of Trevor Cook *et al.* in the matters of *CFTC v. Cook et al.*, 09-cv-3332 (D. Minn.) and *SEC v. Cook et al.*, 09-cv-3333, any and all claims or causes of action that Baker and/or Mesa have or may have against Arch Insurance Company ("Arch") relating in any way to the claims asserted by Receiver in the case entitled *Trevor Cook v. L. Edward Baker et al.*, pending in Minnesota District Court, Hennepin County, and bearing case number 27-CV-09-21495 ("Hennepin County Action").

2. It is the intent and purpose of this Miller-Shugart Assignment ("Assignment") to permit Receiver to prosecute in his name, and on his own behalf, any and all claims or causes of action Baker and Mesa, individually or collectively, have or may have against Arch relating in any way to the Hennepin County Action. The claims assigned to and which may be prosecuted by Receiver include but are not limited to:

(a) Claims that Arch anticipatorily breached its duty to investigate and evaluate the claims made by Receiver against Baker and/or Mesa in the Hennepin County Action;

(b) Claims that Arch anticipatorily breached and/or actually breached its duty under Arch insurance policy no. PCD0028465-01 to provide Baker and/or Mesa with coverage, indemnification and/or a defense with respect to Receiver's claims asserted in the Hennepin County Action;

(c) Claims that Arch anticipatorily breached and/or actually breached its duty to provide coverage with respect to Receiver's claims asserted against Baker and/or Mesa in the Hennepin County Action, and/or to offer settlement or negotiate settlement of the Receiver's claims in good faith; and

(d) Claims for bad faith against Arch related to the Hennepin County Action.

3. Except as set forth in paragraph 2 above, Baker and Mesa specifically reserve all other known or unknown claims or causes of action against Arch, including but not limited to claims relating to Arch's denial of coverage for attorneys' fees and costs incurred by Baker and Mesa in the defense of the investigation by the Securities and Exchange Commission regarding Baker and Mesa, *In the Matter of Mesa Holdings, Inc. (C-7700)*.

4. As part of this Assignment, Baker and Mesa and their attorneys shall reasonably cooperate with Receiver and his attorneys in connection with any proceeding undertaken by Receiver in asserting any claims set forth in the preceding paragraph by:

(a) meeting with the Receiver and/or his attorneys to discuss the facts relevant to the Hennepin County Action and their attempts to secure insurance coverage from Arch, although Baker and/or Mesa reserve the right to assert the attorney/client privilege or work product doctrine, if applicable;

(b) providing to the Receiver and/or his attorneys, if requested, non-privileged documentation relevant to the Hennepin County Action; and

(c) if asked by the Receiver or his attorneys, providing accurate testimony as may be required in any deposition or proceeding.

Baker, Mesa and their attorneys' cooperation under this paragraph will be without charge to the Receiver.

5. This Assignment may be signed in one or more counterparts, all of which together shall constitute the original.

Dated: _____, 2011

Dated: 2-16, 2011

R.J. Zayed, Receiver

Lynn Edward Baker
Lynn Edward Baker

Dated: _____, 2011

Dated: 2-16, 2011

John R. Stoebner, Trustee

L. Edward Baker, Director
Mesa Holdings, Inc.

Baker, Mesa and their attorneys' cooperation under this paragraph will be without charge to the Receiver.

5. This Assignment may be signed in one or more counterparts, all of which together shall constitute the original.

Dated: _____, 2011

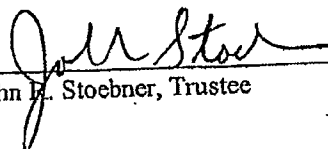
Dated: _____, 2011

R.J. Zayed, Receiver

Lynn Edward Baker

Dated: 2/16, 2011

Dated: _____, 2011



John L. Stuebner, Trustee

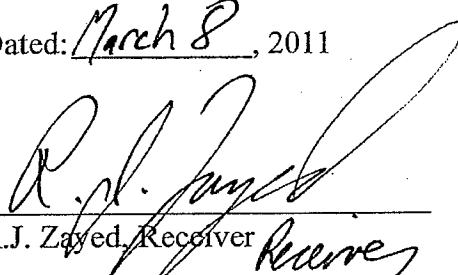
Mesa Holdings, Inc.

Baker, Mesa and their attorneys' cooperation under this paragraph will be without charge to the Receiver.

5. This Assignment may be signed in one or more counterparts, all of which together shall constitute the original.

Dated: March 8, 2011

Dated: _____, 2011



R.J. Zayed, Receiver

Lynn Edward Baker

Dated: _____, 2011

Dated: _____, 2011

John R. Stuebner, Trustee

Mesa Holdings, Inc.

EXHIBIT 3

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT

FOURTH JUDICIAL DISTRICT
CASE TYPE: CONTRACT/TORT

<p>Trevor Cook, Plaintiff, v. L. Edward Baker; Baker Capital LLC; G5 Currency Fund – Institutional Series, LP; G5 Currency Fund – Affiliate Series, LP; Baker 500 Corporation; Mesa Holdings, LLC; Mesa Holdings, Inc.; and Mesa Financial Advisors, LLC, Defendants.</p>	<p>Court File No.: 27-CV-09-21495 (Hon. George F. McGunnigle)</p> <p>SATISFACTION OF JUDGMENTS</p>
---	---

Trevor Cook, Plaintiff, by the Receiver for his estate R.J. Zayed, hereby certifies that the Judgments of the Hennepin County District Court, in favor of Trevor Cook against L. Edward Baker in the amount of \$500,000, and against Mesa Holdings, Inc., in the amount of \$1,000,000, plus costs, fees and interest, which were entered on _____, have been paid and satisfied in full, and that the Court Administrator is hereby authorized to discharge said Judgments of record.

In testimony whereof, Trevor Cook, by the Receiver for his estate R.J. Zayed, has hereunto set his hand this _____ day of _____.

